

Entity Makers Terms & Conditions

Please read these terms of use carefully before using this website.

1 Who are we and how to contact us

1.1 Information about Entity Makers Pty Ltd

Entitymakers.com.au is a website (**Site**) operated by Entity Makers Pty Ltd (ACN 169 200 462) (**we, us, and our**) of 7/142 James Ruse Drive Parramatta NSW 2150.

To contact us please by email at info@entitymakers.com.au or by way of telephone on 0416035845.
Definitions

Entity Makers Services means all services and products, both digital and paper, provided and produced by Entity Makers Pty Ltd (ACN 169 200 462).

Member means persons and/or entities that register and purchase a service subscription package with Entity Makers Pty Ltd.

Site means the website located at Entitymakers.com.au operated by Entity Makers Pty Ltd (ACN 169 200 462).

Subscription means a package of paid services and products provided by Entity Makers Pty Ltd Ltd (ACN 169 200 462).

Subscription Period means the duration of twelve months, commencing the day the Subscription was purchased.

Terms means the terms of use and conditions set out in this online agreement.

Visitor means persons and/or entities which are an unregistered user of this website.

2 Acceptance of Terms

This page outlines the Terms on which a Member or a Visitor (**you or your**) make use of our Site. By using our Site, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Site.

3 Accessing our Site

3.1 Changes to these Terms

We may amend these Terms from time to time without notice to you. As such, should you wish to use our Site, you are responsible for viewing these Terms to ensure you are aware of any changes made and understand the Terms that apply to you.

These terms were most recently updated on **31 January 2020**.

3.2 Changes to our Site

We may update our Site from time to time and modify the content at any time to reflect changes to Entity Makers Services, offered subscription plans, our Members needs or our business priorities. Should we make material changes to our Site we will aim to provide reasonable notice before the changes become effective.

3.3 Suspension or Withdrawal of Site

- (1) We do not guarantee that our Site, or any content contained within, will always be up to date, available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our

Site for business and operational reasons. We will aim to give you reasonable notice of any suspension or withdrawal.

- (2) We will not be liable for our Site being unavailable, withdrawn, suspended or interrupted.
- (3) You are responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms and other applicable terms and conditions and that they comply with them.

3.4 Limited Access to our Site

- (1) We may restrict access to some parts of our Site, or our entire Site at any time without notice to you.
- (2) Members may be provided with a user identification code, password or any other piece of information as part of our security procedures to access any restricted part of our Site.
- (3) A Member's identification code and password is confidential. You must not disclose it to any third parties, other Member or Visitor.
- (4) We have a right to disable any Member's identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- (5) If you know or suspect that anyone other than you knows your identification code or password, you must promptly notify us at info@entitymakers.com.au.

4 Prohibited uses

- (1) You may use our Site only for lawful purposes and in accordance with these terms. You agree not to use the Site:
 - (a) in anyway that contravenes any applicable federal, state, local or international law or regulation (including without limitations, any laws regarding the export of data or software to and from other countries);
 - (b) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
 - (c) to send, knowingly receive, upload, download, use or reuse any material which does not comply with the content standards set out in Clause 7(1) in relation to Content Standards;
 - (d) to transmit, or procure the sending of, any advertising or promotional material, without our prior written consent, including but not limited to, "junk mail", "chain letter" or "spam" or any other similar solicitation;
 - (e) to impersonate or attempt to impersonate us, any of our employees, another Member or Visitor or any other person or entity (including without limitation, by using email addresses or screen names associated with any of the foregoing); or
 - (f) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or Members or Visitors of our Site or expose them to liability.
- (2) Additionally, you agree not to:
 - (a) use the Site in any manner that could disable, overburden, damage or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site;
 - (b) use any robot, spider or any automatic device, process or means to access the Site for any purpose including monitoring or copying any of the material on the Site;
 - (c) use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent;
 - (d) use any device, software or routine that interferes with the proper working of the Site;

- (e) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
 - (f) attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site;
 - (g) attack the Site via a denial-of-service attack or distributed denial-of-service attack; or
 - (h) otherwise attempt to interfere with the proper working of the Site.
- (3) We may report any of the activities above to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach your right to use our Site will cease immediately.

5 How you may use our Site

- (1) We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- (2) You may print off one copy, and may download extracts, of any page(s) from our Site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.
- (3) You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- (4) You must not publish or re-sell the physical or electronic copies of any Entity Makers Products to any third party without obtaining the prior written consent of Entity Makers.
- (5) You must not delete, alter, reproduce, duplicate, copy or re-sell any copyright or other proprietary rights notices from paper or digital copies of materials from this Site.
- (6) Our status (and that of any identified contributors) as the authors of material on our Site must always be acknowledged.
- (7) You must not use any part of the materials on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.
- (8) If you print off, copy or download any part of our Site in breach of these Terms, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- (9) If we provide social media features such as the ability to share content, you may take such actions as are enabled by such features.

6 Entity Makers Services

6.1 Subscribing to Entity Makers Services

- (1) Upon purchasing the Subscription, you agree to pay to us any and all applicable fees and taxes including those pursuant to any additional terms specific to the Subscriptions. Failure to pay these fees will result in the termination of your Subscription.
- (2) Upon purchasing the Subscription, you will automatically be charged in accordance with your payment method at the commencement of the subscription term for the fees and taxes applicable to that term.

6.2 Upgrading Subscription

- (1) The Member is entitled, during any time of the subscription period, to upgrade the level of your Subscription by providing us with written notice of the upgrade and making payment of the additional subscription fees. You can notify us at info@entitymakers.com.au.

6.3 Renewal of Subscription

- (1) A Member's Subscription will automatically renew for a further period of twelve (12) months at the end of the Subscription Period, unless the Member provides written notice terminating their Subscription within thirty (30) days of expiration of the Subscription Period.
- (2) If a Member renews their subscription, but notifies us in writing within twenty-eight (28) days of the renewal of Subscription that they wish to cancel their subscription (**Cooling Off Period**), no cancellation fee will be incurred.
- (3) If a Member cancels their Subscription after the expiration of the Cooling Off Period, a cancellation fee will take effect the following business day.

6.4 Cancellation of Subscription

- (1) The Member agrees that if they elect to cancel their Subscription before the expiration of the Subscription Period, a cancellation fee will be incurred.
- (2) The Member agrees the cancellation fee incurred is the sum of 50% of the pro-rated amount of the Member's total subscription fee excluding GST.
- (3) If applicable, the cancellation fee will be directly debited using the credit/debit card details attached to the Member's profile upon cancellation and the Member agrees to the direct debit.
- (4) The Member agrees that cancellation of their Subscription will end billing and remove access to any services or products offered to the Member under their Subscription.

7 Content Standards

- (1) The content standards in this clause apply to any and all material which you contribute to our Site (**Contributions**), and to any interactive services associated with it including without limitation social media features. Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. In particular, you warrant that your Contributions will not:
 - (a) Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
 - (b) Contain or promote sexual or pornographic material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - (c) Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
 - (d) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these terms and our privacy policy <https://www.entitymakers.com.au/Entity/Policy.html>.
 - (e) Be likely to deceive any person.
 - (f) Promote any illegal activity, or advocate, promote or assist any unlawful act.
 - (g) Cause annoyance, inconvenience or needles anxiety or be likely to upset, embarrass, alarm or annoy any other person.
 - (h) Impersonate any person, or misrepresent your identity or affiliation with any person or organisation, including with us.
 - (i) Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
 - (j) Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- (2) Whenever you make use of a feature that allows you to upload content to our Site, or to make contact with other users of our Site, you must comply with the content standards set out above at clause 7(1).

- (3) You warrant that any such Contributions comply with these standards and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty. We may report any breach of your warranty to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

8 User generated content

- (1) This site may include information and materials uploaded by other users of the Site. This information and these materials have not been verified by us. The views expressed by other users on our Site do not represent our views.
- (2) All Contributions must comply with the content standard set out at clause 7(1) of these Terms.
- (3) Any Contribution you post to the Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, however by providing any Contributions on the Site, you grant us and our service providers and each of our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material.
- (4) We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or their right to privacy.
- (5) We have the right to remove any posting you make to our Site if, in our opinion, your post does not comply with the content standards outlined clause 7(1).
- (6) You are solely responsible for securing and backing up your content.
- (7) You represent and warrant that:
 - (a) You own or control all rights in and to your Contributions and have the right to grant the license granted above to us and our service providers, and each of our licensees successors and assigns.
 - (b) All of your Contributions do and will comply with these Terms.
 - (c) You understand and acknowledge that you are responsible for any Contributions you submit or contribute, and you (and not us) have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.
 - (d) We are not responsible, or liable to any third party, for the content or accuracy of any Contribution posted by you or any other user of the Site.
- (8) We have the right to remove, refuse to post or take any action with respect to any Contributions for any or no reason in our sole discretion. If you wish to complain about information and materials uploaded by other users please contact us at info@entitymakers.com.au.

9 Reliance on information posted

- (1) This Site is provided on an "as is" and "as available" basis and we make no representations or warranties, express or implied, regarding the operation or availability of the Site.
- (2) The content on our Site is provided for general information only. Commentary and other materials are not intended to amount to advice on which you should rely.
- (3) Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up-to-date. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by you or anyone informed of any of its contents.

10 Limitation of Liability

- (1) In no event will we, our affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with

your use, or inability to use, our Site, any websites linked to it, any content on our Site or such other websites or any services or items obtained through our Site or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

- (2) Nothing in this clause affects any liability which cannot be excluded or limited under applicable law. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by the Australian Consumer Law.
- (3) You agree to defend, indemnify and hold us, our affiliates, licensors and service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable legal fees) arising out of or relating to your violation of these terms or your use of the Site, including, but not limited to, your Contributions, your use of any information obtained from the Site and any use of the Site's content, services and products other than as expressly authorised in these terms.
- (4) We provide a set of standard legal forms and precedents, sourced from Munro Lawyers. The precedents are regularly updated. Nothing on this site in relation to the standard legal forms and precedents is to be considered as either creating a client-legal relationship between users and Munro Lawyers or a client-legal relationship between users and Entity Makers Pty Ltd or as rendering legal, accounting, tax or other professional advice and services on any specific matter. Users are responsible for obtaining such advice from their own accounting, tax, legal or other professional adviser. No client or other user should act or refrain from acting on the basis of any information contained on the Entitymakers.com.au website including the standard legal forms and precedents without seeking appropriate accounting, tax, legal or other professional advice on the particular facts and circumstances at issue.

11 Dispute resolution

- (1) Your feedback is important to Entity Makers and we aim to resolve all concerns effectively and quickly. If you have any questions or concerns relating to Entity Makers and its services, please contact us at info@entitymakers.com.au.
- (2) If a dispute, controversy or claim arises between you and Entity Makers in relation to these Terms, the parties agree to resolve the dispute via the following process:
 - (a) You must submit for assessment a written formal complaint setting out the nature of the complaint, all supporting documentation and any evidence supporting the claim or complaint by email to info@entitymakers.com.au.
 - (b) Once submitted, the formal complaint will be reviewed and investigated by Entity Makers.
 - (c) Entity Makers will then provide a written outcome or update towards the outcome of the complaint within ten (10) business days from the date the formal complaint was lodged.
 - (d) Should a resolution not be achieved in accordance with clause 11(2)(a) – (c), an independent mediator will be appointed to resolve the dispute in a commercial and amicable manner.
- (3) You agree that all matters and information arising from the dispute are confidential and are not to be directly or indirectly disclosed to any persons other than your authorised agent and/or representative.
- (4) In the interest of ensuring that the dispute is resolved in an amicable manner, you must not, throughout the dispute resolution process and the time after it ends, either directly or indirectly, disparage or make any statement in relation to the dispute that is likely to damage the reputation of Entity Makers, including on all media forums and social media.

12 Links and Our Site

12.1 Linking to our Site

- (1) You may link to our Site subject to our prior written consent, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- (2) You must not establish a link from any website that is not owned by you.
- (3) Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission without notice.
- (4) The website from which you are linking must comply in all respects with the content standards at clause 7(1).
- (5) We reserve the right to withdraw linking permission without notice to you.

12.2 Links from our Site

- (1) Where our Site contains links to other sites (including banner advertisements and sponsored links) and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources, and you access third party websites entirely at your own risk and subject to the terms and conditions of use for those websites.
- (2) If you wish to make any use of material on our Site other than that set out above, please address your request to info@entitymakers.com.au.

13 Jurisdiction

These terms of use, their subject matter and their formation, are governed by Australian law. You and we both agree that the courts in Australia will have exclusive jurisdiction.